NOTIFICATION

Bangalore, dated 29th June 1971

S. O. 1284.—In exercise of the powers conferred by Section 42 of the Land Acquisition Act (1 of 1894) as amended by Mysore Act 17 of 1961, the Agreement entered into by the Chairman, Rural Education Society, Bankikodla, Kumta Taluka with the Government of Mysore as annexed hereto is published as required by the said Section.

AGREEMENT

An Agreement made this the Eleventh day of May One thousand nine hundred and seventy one between the Chairman, Rural Education Society, Bankikodla in Kumta Taluka registered under the Societies Registration Act *XXI* of 1860.

(hereinafter called :'The Society", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one part, and the Governor of Mysore, of the other part.

Whereas the Principal objects for which the Society is established are:.

(a) to provide educational facilities to persons of both sexes with a view to their moral and materal advancement and to befit them for a healthy civic life.

(b) to take over the Secondary Middle School of Bankikodla, to stabilise it and to expand it into a High School on modern lines,

(c) to encourage the adoption of the latest improvements in education, with a view to the physical, vocational and cultural advancement of the younger generation and to take suitable steps in that direction, and

(d) to promote the spread of education generally by incorporating, affiliating or starting educational institutions and libraries at suitable places as and when circumstances permit.

AND WHEREAS the Society has as applied to the Government of Mysore (hereinafter referred to "the Government") that certain lands measuring A G As 0-25-1½ out of Sy. No. 191/A2 of Hanehalli village, in Kumta Taluka of the North Kanara District). more particularly described in the schedule hereto annexed (and hereinafter referred to as the "the said land",) should be acquired under the provisions of the Land Acquisition Act 1894 (Central Act No. 1 of 1894) as amended by the Land Acquisition Act, (Mysore Extension and Amendment) Act 1961 (Mysore Act 17 of 1961) (Hereinafter referred to as "the said Act") for the following purposes, namely:—

FOR THE PURPOSE OF Construction of a Vocational Institute in Hanehalli village, Traluka, Kumta.

And wereas the Goverment having caused an inquiry to be made in conformity with the provisioms of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for construction of a Vocational Training Institute in Hanehalli village, Taulka: Kumata has consented to the provisions of the said act being put in force in order to acquire the said land for the Society and has pursuant to section 41 of the said Act required the Society to enter into an Agreement hereinafter contained with the Government.

Now there presents, witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Society on the following conditions namely:

1) The Society shall pay to the Government the entire cost, as determined by the Government, of the acquisiiton of the said land, including all compensation damages, costs, charges, and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such

(4) (i) That the Society shall not, except with the previous sanction of the appropriate Government, use the land for any purpose other than that for which it is acquired.

(ii) that the time within which the dwelling houses or emenities directly connected therewith shall be erected or provided or the building or work shall be constructed or executed shall not exceed three years from the date of transfer of the land to the Society.

(iii) That where the appropriate Government is satisfied after such enquiry as it may be deem necessary that the Society was prevented by reason beyond its control from erecting, providing, constructing or executing dwelling houses or amenities or any building or work within the time specified in the agreement, the appropriate Government may extend the time for that purpose by a period not exceeding one year at a time so however that the total period of extension shall not exceed three years.

(iv) that if the Society commits a breach of any of the conditions provided for in the agreement, the appropriate Government may make an order declaring the transfer of the land to the Society as null and void whereupon the land shall revert back to the appropriate Government and directing that an amount not exceeding one fourth of the amount paid by the Society to the appropriate Government as the cost of acquisition under clause (1) of Section 41 of the Act shall be forfeited to the appropriate Government as damages and the balance shall be refunded to the Society and the order so made shall be final and binding ;

(v) that if the society utilises only a portion of the land for the purpose for which it was acquired and the appropriate Government is satisfied that the society can continue to utilise the portion of land used by it even if the unutilised part thereof s resumed, the appropriate Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void whereupon such unutilised portion shall revert back to the appropriate Government and directing that an amount not exceeding one fourth of such

acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate Courts, and of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed by Government or any other order which may be issued by the Government hereafter in supersession of modification or the said orders. The monies which shall be payable by the Society under this clause shall be paid by it by the initial deposit with the Deputy Commissioner, North Kanara (herinafter called "The Deputy Commissioner,) of the sum of rupees Two thousand four hundred and twelve only within seven days after the execution of this agreement and thereafter payment to the Deputy Commissioner within fourteen days after demand by the Deputy Commissioner writing of such further amount or amounts as the Deputy Commissioner shall from time to time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges or expenses hereinbefore referred to.

(2) On payment of the entire cost of the acquisition of the said land, as hereinobove referred to, the whole of the said land shall, as soon as conveniently may be transferred to the Society at the cost in every respect of the Society so as to vest in the Society subject, to the provisions of the Mysore Land Revenue Act, 1964 (herein after called the "Said Act" and the rules made thereunder and subject also to the provisions of this agreement as to the terms on which the land shall be held by the Society.

(3) The said land when so transferred to and vested in the Society, shall be held by the Society as its property to be used only furtherence of and for purpose for which it is acquired, subject nevertheless to the payment of agricultural, non-agricultural or other assessment if any so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Act and the rules made there-under, and the local cesses, as the case may be.

portion of the amount paid by the Society as cost of the acquisition under clause (1) of the Section 41 of the Act as is relatable to the unutilised portion shall be forfeited to the appropriate Government as damages and that balance of that portion shall be refunded to the Society and the order so made, shall subject to the provisions of the clause (vi) be final and binding;

(vi) that where there is any dispute with regard to the amount relatable to the unutilised portion of the land such dispute shall be referred to the Court within whose jurisdiction the land or any part thereof is situated and the decision of the Court thereon shall be final.

(vii) where the Society commits a breach of any of the terms of the agreement, the appropriate Government shall not make an order under clause (iv) or clause (v) above unless the Society has been given an opportunity of being heard in the matter.

(viii) The appropriate Government shall consult the Committee before according any sanction under clause (i) above, or extending the time under clause (iii) above or making any order under clause (iv) or clause (v) above.

5. (i) that is any case of urgency where possession of any land as proposed to be taken under Section 17 before an award has been made under, Section 11 of the Act, the Society shall deposit with the Deputy Commissioner, North Kanara free of interest such amount (being not more than 2/3 of the approximate amount of compensation payable in respect of the land as determined under clause (ii) of sub-rule 2 of rule 4 of Land Acquisition (Company) Rules, 1963 and within such time as the Deputy Commissioner, North Kanara thinks, fit, to specify in this behalf.

(ii) where any amount has been deposited with the Deputy Commissioner under sub-clause 1 of clause 5 the Deputy Commissioner, shall tender payment of the amount so deposited to the persons interested, who, in the opinion of the Deputy Commissioner prevented by some one or more

of the contingencies mentioned in sub-section (2) of section 31 of the Act, subject to the following conditions namely :—

1. the execution of an agreement by each recepient that the amount received by him would be adjusted againt the compensation finally awarded and that where thes amount received by him exceeds the amount of the compensation finally awarded the excess amount shall be recoverable from him as arrears of land revenue and that he shall not claim any interest under the provisions of the Act in respect of the amount received by him under this sub-rule and

2. the execution of a Bond by each recipient with or without security as the Deputy Commissioner may decide undertaking to indemnity the appropriate Government against any claim for compensation or part thereof by any other person.

3. If the amount deposited by the Society under sub-clause (1) of clause 5 or any part thereof is not paid under sub-clause (2) of clause 5 the Deputy Commissioner shall as soon as practicable, refund the same to the Society.

All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Society.

The Schedule above Referred to

District : North Kanara. Taluka : Kumta. Village : Hanehalli

S. No.	Area A G As.
191/A2	0-25-1 1/2

To be Acquired for the purpose of Construction of a vocational Training Institute in Hanehalli

In witness whereof, S. S. Harite, Chairman, Rural Education Society, Bankikodla. Hath for and on behalf of the Society Rural Education Socie ty Bankikodla,

Taluka, Kumta set his hand and the seal of the Society and the Deputy Commissioner, North Kanara hath on behalf of the Government of Mysore, set his hand and affixed the seal here to the day and year first above written.

Signed, sealed and delivered by Sri S. S. Harite.
In the presence of

1. Sd/..... Seal of the
2. For the Rural Education Society Rural Education Society, Baskikodla, N. Kanara.

Signed, sealed and delivered by:

1. Sd/ (V. G. Manijrekar)
2. Sd/ (Y. V. Vajandal)

Sd/ CECIL NCROHNA,

Deputy Commissioner, N. Kanara, Karwar.
For and on behalf of the Governor of Mysore.

(Person authorised should sign)

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[No. RD 49 AQN 71 (B)

By Order and in the name of the President of India.

590 B. P. KRISHNA, *Under Secretary.*